

STATE OF CALIFORNIA
BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING FORMER
JUDGE WILLIAM H. SULLIVAN,

NO. 163.

NOTICE OF
FORMAL PROCEEDINGS

To William H. Sullivan, a judge of the Riverside County Superior Court
from November 17, 1987, to December 31, 1999:

Preliminary investigation pursuant to Rules of the Commission on Judicial
Performance, rules 109 and 111, having been made, the Commission on Judicial
Performance has concluded that formal proceedings should be instituted to inquire
into the charges specified against you herein.

By the following allegations, you are charged with willful misconduct in
office, conduct prejudicial to the administration of justice that brings the judicial
office into disrepute, and improper action within the meaning of article VI, section
18 of the California Constitution providing for removal, censure, or public or
private admonishment of a judge or former judge, to wit:

As set forth below, between 1987 and 1999, you engaged in a pattern of improper financial dealings and fiduciary activities while in judicial office by, among other things: serving as trustee while in judicial office; making unsecured loans to yourself from trust funds; failing to timely repay those loans; making unsecured loans from trust funds to a business of which you were a part owner and trustee; engaging in transactions between yourself as an individual and yourself as trustee; making promissory note investments despite a conflict of interest; making misleading statements in verified trust accountings; commingling trust funds with your own assets; otherwise engaging in transactions in which you benefited at the expense of the trusts; failing to advise the trusts to obtain independent advice regarding your transactions; presiding over a case involving a trust while you were managing its finances, before you became its trustee; purchasing property from a conservatorship estate while presiding over the case; and failing to disclose information on your Statements of Economic Interests.

COUNT ONE

A. You became the trustee for the Frances Campbell Living Trust in November 1984. Despite assuming judicial office in November 1987, you continued to act as trustee for the Campbell Trust until September 29, 1995, when you resigned as trustee. You paid yourself annual trustee fees throughout this period.

B. Between 1990 and 1994, you loaned yourself \$186,000 from the Campbell Trust account at PaineWebber, by writing checks from yourself as trustee to yourself as an individual. The dates and amounts were as follows:

April 14, 1990	\$30,000
July 21, 1990	\$11,000
November 20, 1990	\$21,000
January 24, 1991	\$11,000

April 15, 1992	\$ 8,000
July 13, 1992	\$22,000
July 24, 1992	\$28,000
March 8, 1994	\$25,000
March 28, 1994	\$30,000

These loans were not authorized by Frances Campbell and were unsecured. Around November 20, 1990, you set an interest rate of 8% for the amounts loaned as of that date. Effective February 20, 1995, you increased the interest rate to 9.25%.

You made sporadic and insufficient payments toward the monies owed, while continuing to loan yourself more money. As of approximately mid-1995, you owed the Campbell Trust over \$200,000 in principal and interest on these loans. The loans to you caused the Campbell Trust account at PaineWebber to incur interest charges.

C. Between 1986 and 1992, inclusive, you purchased for the Campbell Trust eight promissory notes secured by land originally purchased from the Johnson Heirs Trust. On several of these promissory notes, the Campbell Trust made payments to the Johnson Heirs Trust, on first deeds of trust assumed by the Campbell Trust.

You made and held these promissory note investments for the Campbell Trust despite a conflict of interest. You had been a trustee of the Johnson Heirs Trust since its formation in 1981. In May 1986, you had also become a beneficiary of the Johnson Heirs Trust, as trustee of the T.H.S. Trust. (You owned a one-third beneficial interest in the T.H.S. Trust, which was a business that invested in promissory notes secured by deeds of trust.) The main asset of the Johnson Heirs Trust was unimproved land near Anza, California, which the trust sold for development. Between approximately 1988 and 1993, inclusive, you

purchased from the Johnson Heirs Trust many deeds of trust given for the purchase of trust land, either in your own name as an individual or as trustee of the C.T.S. Trust. (You owned a one-third beneficial interest in the C.T.S. Trust, which was a business that invested in promissory notes secured by deeds of trust.)

D. Despite assuming judicial office in 1987, you continued to act as a trustee of the Johnson Heirs Trust until about 1996, when the trust was terminated.

E. One of the promissory notes that you purchased for the Campbell Trust was known by the payor name of Richardson. With a check written on the Campbell Trust account, you acquired the Richardson note in your own name as an individual, not as trustee of the Campbell Trust. You continued to hold this note in your own name, and not as trustee, until it was assigned to your successor trustee in 1995.

Between 1989 and 1990, you failed to deposit into the Campbell Trust account at least three payments that were made on the Richardson note. In 1994, you failed to deposit into the Campbell Trust account at least two payments that were made on another promissory note that you had purchased for the trust, known by the payor name of Hunt.

F. In June 1989, you purchased seven promissory notes from a man named Jess Watkins, who since 1982 had been involved in purchasing and reselling unimproved land originally owned by the Johnson Heirs Trust. At least six of the promissory notes you purchased from Watkins were secured by land originally owned by the Johnson Heirs Trust, including a note known by the payor name of DiNardo.

The total cost of the seven notes was \$230,000. The money came from various trusts for which you were the trustee; you deposited the funds into your own bank account and obtained a cashier's check for Watkins. The funds included a check for \$51,000 to yourself from the Campbell Trust account, dated June 12, 1989. You purchased each of the seven notes from Watkins in your own name as

an individual, not as a trustee for any trust. You purchased each note at a discount from the face value of the note.

In November 1989, you sold the DiNardo note to the Campbell Trust. You had purchased the DiNardo note from Watkins at a 10% discount. You subtracted the face value of the DiNardo note from the \$51,000 you had paid to yourself from the Campbell Trust account, and paid the Campbell Trust the difference, with a check from your personal account dated November 1, 1989. You retained the difference between the face value of the note and the discounted value you had paid for it in June 1989, which was approximately \$3,400. You did not pay the Campbell Trust interest on the trust money that you withdrew in June 1989.

Included in the check from your personal account dated November 1, 1989, was reimbursement to the Campbell Trust for four payments on the DiNardo note that you had deposited into your personal account. You did not pay the Campbell Trust interest on the four payments for the period of time that you retained the monies.

You continued to hold the DiNardo note in your own name, and not as trustee, until it was transferred to your successor trustee in October 1995.

G. In November 1989, you sold another one of the seven promissory notes purchased from Watkins to the Follansbee Marital Trust, for which you also were the trustee. (The Follansbees were your in-laws.) This note was known by the payor name of Lollis. The Lollis note was secured by land originally purchased from the Johnson Heirs Trust. The Follansbee Marital Trust had contributed \$51,000 to the transaction with Watkins in June 1989.

You had purchased the Lollis note at a 10% discount. You subtracted the face value of the Lollis note from the \$51,000 contributed by the Follansbee Marital Trust, and paid the Follansbee Marital Trust the difference, with a check from your personal account dated November 1, 1989. You retained the difference between the face value of the note and the discounted value you had paid for it in

June 1989, which was approximately \$3,900.

H. An accounting for the Campbell Trust was begun in approximately March 1995, at the request of Frances Campbell. In November 1995, you told Campbell's accountant that you would pay off about \$11,000 in loans to yourself from the Campbell Trust by paying off the first deed of trust on a note known by the payor name of Hein/Turner. You did so. However, this also benefited you and/or the C.T.S. Trust; in 1992, you had purchased the first deed of trust from the Johnson Heirs Trust, as trustee of the C.T.S. Trust.

Your conduct as set forth in (A) through (H) above violated the Code of Judicial Ethics, canons 1, 2, 4A(1) and 4E(1); the former Code of Judicial Conduct, effective October 5, 1992, canons 1, 2, 4A(1) and 4E(1); and the former Code of Judicial Conduct, effective January 1, 1975, canons 1, 2, 5C(1) and 5D.

COUNT TWO

A. In March 1987, before you assumed judicial office, you witnessed the will of Olga Bye of Riverside, California. The Bye will contained a provision establishing a 12-year testamentary trust that benefited established charities. The will provided that John Neblett (a former Riverside County Superior Court judge) was to be the trustee, and that you had the power to appoint yourself as the successor trustee should Neblett be unable or unwilling to act as trustee. The will also provided that you were to be the executor should Neblett be unable or unwilling to act as executor.

You assumed judicial office in November 1987. In February 1988, Olga Bye died. In March 1988, the Bye will was admitted to probate in the Riverside County Superior Court.

In December 1988, executor Neblett filed the Bye estate's First and Final Account and Petition for its Settlement. In January 1989, executor Neblett filed

the estate inventory. The Bye estate was valued at over one million dollars. You had been managing Bye's financial affairs before her death; her estate included six promissory notes, three of which were secured by land originally purchased from the Johnson Heirs Trust, and one of which, known by the payor name of Teixeira, was originally owned in part by you.

Despite your conflict of interest, you presided over the Bye probate matter. On January 25, 1989, you signed an Order Settling First and Final Account, which approved the accounting for the Bye estate. Your order established the Bye Testamentary Trust, and confirmed your own power to appoint yourself as successor trustee to Neblett. On April 28, 1989, you signed an amended Order Settling First and Final Account, which also confirmed your power to appoint yourself as successor trustee.

You continued to preside over the Bye Trust matter until approximately August 27, 1991, while the Bye Trust was under the supervision of the Riverside County Superior Court and while annual accountings by the trustee were required. During that time, you continued to manage the Bye finances.

B. As described above in Count One (F), in June 1989, you purchased seven promissory notes from Jess Watkins, in your own name as an individual, at a discount, using money from various trusts for which you acted as trustee. In November 1989, you sold to the Bye Trust two of those promissory notes, known by the payor names of Fletcher and Robinson. Each note was secured by land originally purchased from the Johnson Heirs Trust.

You had purchased the Fletcher note at a 15% discount and the Robinson note at a 10% discount. You sold the Fletcher and Robinson notes to the Bye Trust at face value. You retained the difference between the face value and the discounted value you paid, which was approximately \$7,400. (This was done by subtracting the face value of the Fletcher and Robinson notes from the 1989 payoff of the Teixeira note owned by the Bye Trust, then depositing the remainder of the

Teixeira payoff into the Bye Trust account at PaineWebber.)

In April 1990, you reimbursed the Bye Trust for payments made on these notes during the fourth quarter of 1989, which you had deposited in your personal account; you did not include interest. In August 1990, you reimbursed the Bye Trust for payments made on these notes during the first quarter of 1990, which you had deposited in your personal account; you did not include interest. You continued to hold the Fletcher and Robinson notes in your own name, and not as trustee, until they were paid off in 1992 and 1997, respectively.

The 1989 trust accounting, filed by trustee Neblett, reflected the purchase of the Fletcher and Robinson notes and the Teixeira payoff. It did not disclose that the Fletcher and Robinson notes had been purchased from you, that they had been acquired by you at a discount and sold by you to the trust at face value, or that you continued to hold the notes in your own name as an individual. On June 13, 1990, you signed an Order Settling First Account, which approved the 1989 accounting.

The 1990 trust accounting, filed by trustee Neblett, reflected the 1989 and 1990 payments on the Fletcher and Robinson notes that had been paid to the Bye Trust by you. It did not disclose that these were reimbursements for payments that you had deposited into your own account. It did not disclose that you continued to hold the Fletcher and Robinson notes in your own name as an individual. (Nor did any subsequent accounting.) On April 1, 1991, you signed an Order Settling Second Account, which approved the 1990 accounting.

Your acquisition of these promissory notes for the Bye Trust, as well as other promissory notes secured by land originally purchased from the Johnson Heirs Trust as described in (D) below, involved a conflict of interest, as set forth in Count One (C).

C. You continued to preside over the Bye Trust matter until approximately August 27, 1991, when Neblett resigned as trustee. Despite having assumed

judicial office, on that date, you nominated yourself as trustee, and began acting as sole trustee. You continued to act as trustee of the Bye Trust through July 30, 1999, when you resigned as trustee. You paid yourself annual trustee fees throughout this period.

D. In 1992, you sold to the Bye Trust five promissory notes that you owned in your own name as an individual. Each involved land originally purchased from the Johnson Heirs Trust. You sold these notes to the Bye Trust at face value, for a total of approximately \$140,000. The price paid to you by the Bye Trust, and the 1992 loan of trust funds described below in (E), caused the trust to incur cash expenses to finance its purchases from you.

You filed the verified Bye Trust accounting for the year 1992, as trustee for the Bye Trust. In the accounting, you described these five notes as “seasoned obligations with good payment records.” However, one of the notes, known by the payor name of Delgado, had been in default since at least April 1992.

E. The 1992 Bye Trust accounting, in reference to a promissory note known by the payor name of McFall, stated that you “purchased a \$50,000 promissory note from an individual investor.” This statement was misleading. Around March 13, 1992, you loaned \$50,000 of Bye Trust funds to McFall, for which she executed a promissory note to you for \$50,000, secured by a deed of trust to land that she owned. The promissory note set an interest rate of 14% and provided that payments of \$1,750 were due quarterly starting on June 15, 1992, with the balance due on June 15, 1995.

Only one \$1,750 payment was made on the McFall note, on June 15, 1992. On your handwritten payment ledger, you allocated this payment entirely to interest. At an unknown point, you wrote on the payment ledger, “Interest moratorium to 6/15/95.” On December 27, 1993, you wrote a \$50,000 check on the C.T.S. Trust account to the Bye Trust account to purchase the McFall note; you did not pay to the Bye Trust any of the unpaid interest that had been due to it

under the terms of the promissory note from McFall.

You filed the verified Bye Trust accounting for the year 1993. It reflected that the entire principal of the McFall note had been repaid. The accounting was misleading, as it did not disclose that the McFall note had been purchased by the C.T.S. Trust, or that you had an ownership interest in the C.T.S. Trust.

F. On April 8, 1994, you loaned the C.T.S. Trust \$44,500 from the Bye Trust funds. You executed a promissory note that set an interest rate of 8% and provided for quarterly payments, with the balance due in five years. The loan was unsecured.

You filed the verified Bye Trust accounting for the year 1994. In the accounting, you stated that this note was “maintained current and was thereafter repurchased by the CTS Trust on December 31, 1994”; the accounting also stated that you were the trustee of the C.T.S. Trust. These statements were misleading and incomplete. Your interest payments on the loan were late, and the accounting did not disclose that you had an ownership interest in the C.T.S. Trust.

G. Between May and July 1994, you loaned yourself a total of \$110,000 from the Bye Trust account. You did so by writing three checks to yourself: on May 9, 1994, for \$48,000; on May 12, 1994, for \$12,000; and on July 12, 1994, for \$50,000. At least the first two of these loans were not secured at the time made.

You executed a promissory note dated May 12, 1994, for \$60,000 and a promissory note dated July 12, 1994, for the total loan amount of \$110,000. The promissory notes set an interest rate of 8% and required quarterly payments, with the balance due in five years. The amount of these loans and the loan described above in (F) caused the trust to incur cash expenses to finance its loans to you and/or the C.T.S. Trust.

The \$110,000 in loans was eventually secured by the assignment to the Bye Trust of a half interest in a promissory note known by the payor name of Roome.

The trust accounting for the year 1994 did not disclose the fact that the Roome note was originally given to you by the Roomes for their purchase of a residence owned by you.

The 1994 trust accounting, filed on April 24, 1995, stated that the first two loans (totaling \$60,000) were unsecured when made and that the entire obligation was currently secured, but did not state when that occurred. On the document assigning the half interest in the Roome note to the Bye Trust, the date July 12, 1994, is typed next to your signature; however, the signature was notarized on April 5, 1995, and the document was recorded on April 11, 1995.

In the verified Bye Trust accounting you filed for the year 1995, you stated that the \$110,000 loan had been “satisfied.” However, you structured that transaction so as to receive additional cash from the Bye Trust. In August 1995, you increased the trust’s interest in the Roome note to 75%, or approximately \$163,000, which was about \$51,000 greater than the amount then owed on your \$110,000 loan. You had previously foreclosed on the Delgado deed of trust and taken title to the real property securing the Delgado note, for about \$43,000, which was the total amount then due on the note. You subtracted the approximate \$43,000 you owed the trust for the Delgado transaction from the approximate \$51,000 difference between the increased interest in the Roome note and the amount owing on the \$110,000 loan to yourself; as a result you took \$7,900 in cash from the Bye Trust.

H. You filed the verified Bye Trust accounting for the year 1996. In the accounting, you stated that the note known by the initial payor name of Gregory had been purchased from the Bye Trust by the T.S. Trust, of which you were also trustee. This was misleading, as you did not disclose that you held a one-half beneficial interest in the T.S. Trust, which was a business that invested in promissory notes secured by deeds of trust.

Your conduct violated the Code of Judicial Ethics, canons 1, 2, 4A(1) and 4E(1); the former Code of Judicial Conduct, effective October 5, 1992, canons 1, 2, 4A(1) and 4E(1); and the former Code of Judicial Conduct, effective January 1, 1975, canons 1, 2, 3C(1), 5C(1) and 5D.

COUNT THREE

On April 7, 1992, while presiding over *Conservatorship of Harry Dostal*, case No. 59398, you signed an order authorizing the sale of the conservatee's home located at 4340 Glenwood Drive in Riverside, California. Despite your conflict of interest, on approximately June 5, 1992, you entered into an agreement to purchase the property and thereafter continued to preside over the *Conservatorship of Harry Dostal* case.

On June 20, 27 and 29, 1992, a Notice of Intention to Sell Real Property at a private sale on July 3, 1992, was published. On July 9, 1992, the conservator filed a petition for court confirmation of the sale to you. On or about July 23, 1992, you entered an order on your own motion which advanced the date for hearing the conservator's petition for court confirmation of the sale, from August 11, 1992, to July 27, 1992. As a result of your order advancing the confirmation hearing, the notice of the proposed sale required by law was not given, and the opportunity for third parties to appear and make competing bids to purchase the property was reduced or denied.

An order confirming the sale to you was signed by another judge on July 27, 1992. You continued to preside over the *Dostal* case. On May 10, 1993, you signed an order approving the second accounting of the conservator. This included the 1992 sale to you of the property located at 4340 Glenwood Drive, Riverside, California. On January 14, 1994, you signed an order approving the third accounting of the conservator. On May 27, 1994, you signed an order of final discharge of the conservator.

Your conduct violated the former Code of Judicial Conduct, effective October 5, 1992, canons 1, 2 and 3E; and the former Code of Judicial Conduct, effective January 1, 1975, canons 1, 2, 3C(1) and 5C(1).

COUNT FOUR

On your verified Statements of Economic Interests required by California Government Code section 87203, in the applicable years, you failed to disclose the following:

- A. Trustee fees you received from the Campbell Trust;
- B. Trustee fees you received from the Bye Trust;
- C. Loans to yourself from the Campbell Trust of \$186,000 in 1990-1994;
- D. Loans to yourself from the Bye Trust of \$110,000 in 1994; and
- E. Interest in the following real properties:

(1) Property conveyed by September 13, 1989, Grant Deed from Celesta Aragonez and Ernie Aragonez to William H. Sullivan, a widower, described as:

Block 12, Range 10, Map of Town of Riverside, San Bernardino County.

(This property was erroneously described in the original August 10, 1988, deed from Celesta Aragonez and Ernie Aragonez to William H. Sullivan, a widower, as Block 12, Range 10, Map of Town of San Bernardino, Book 7, page 17 of Maps, records of San Bernardino County Maps.)

(2) Property conveyed by December 1, 1989, Grant Deed from Israel J. Arriaga and Linda M. Mayer to William H. Sullivan, a widower, described as:

A Condominium consisting of Unit 166 as shown and defined on the Condominium Diagrammatic Plan recorded October 21, 1977 as Instrument 209851.

(In a subsequent deed, this property is described as Unit 166 as shown and defined on the condominium plan of Tract No. 4528, said plan being recorded

October 21, 1977 as Instrument No. 109851 and amended November 15, 1977 as Instrument No. 128259, both of official records of Riverside County.)

(3) Property conveyed by June 28, 1993, Grant Deed from Thayne B. Grover and Amy L. Grover to Edward Vincent Talbot and Lisa Marie Talbot, husband and wife, joint tenants, as to an undivided one-half interest, and William H. Sullivan, a widower, as to an undivided one-half interest as tenants in common, described as:

Lot 225 of Brockton Heights No. 4, City of Riverside, as per Map recorded in Book 30, page 3 and 64 of Maps in the Office of the County Recorder of said county, with a street address of 4092 Manchester Avenue, Riverside, California.

(4) The following units which appear to be part of the Racquet Club of Palm Springs, located at 2743 N. Indian Canyon Drive, Palm Springs, California:

Unit 2A in Lot 1, Tract 4320, as per map in Book 69, pages 68 & 69, Records of Riverside County, APN: 504-300-002-5, conveyed by January 20, 1993 Corporation Grant Deed from Racquet Club of Palm Springs, a California corporation, to William H. Sullivan, a widower;

Parcel 3, Record of Surveys, as per map in Book 33, page 18, Records of Survey of Riverside County, APN: 504-131-025-1, conveyed by May 6, 1993 Corporation Grant Deed from Racquet Club of Palm Springs, a California corporation, to William H. Sullivan, a widower; thereafter conveyed by May 24, 1993 Grant Deed from William H. Sullivan, a widower, to Racquet Club of Palm Springs, a California corporation;

Parcel 15, Record of Surveys, as per map recorded in Book 33, page 18, Records of Survey of Riverside County, conveyed by May 24, 1993 Corporation Grant Deed from Racquet Club of Palm Springs, a California corporation, to William H. Sullivan, a widower, showing that it was recorded to convey the "correct unit" to buyer;

Parcel 14, Record of Surveys, as per map in Book 33, page 18, Records of

Survey in office of Riverside County Recorder, APN: 504-131-036-1, conveyed by September 1, 1993 Corporation Grant Deed from Racquet Club of Palm Springs, a California corporation, to William H. Sullivan, a widower, also identified as 2743 N. Indian Canyon Drive, # 229-230.

(5) Property conveyed by April 6, 1993, Grant Deed from James R. Haley and Georgette C. Haley to William H. Sullivan, a widower, described as:

Parcel 3 of Parcel Map No. 21516, as shown by map on file in Book 141, pages 56 and 57 of Parcel Maps, Records of Riverside County, California.

(6) Property in the City of Palm Springs conveyed by November 18, 1993, Grant Deed from Nancy Shane to William H. Sullivan, a widower, described as:

Parcel 29, Record of Surveys as per maps recorded in Book 33, Page 18 of Records of Survey in the Office of the County Recorder in Riverside County, APN: 504-131-051.

(7) Property in the City of Palm Springs conveyed by November 22, 1994, Individual Grant Deed from Roland I. Richman, Trustee of the Roland I. Richman Revocable Trust to William H. Sullivan, a widower, described as:

Parcel 28, Record of Surveys in Book 33, page 18, Records of Survey of Riverside County, APN: 504-131-050.

(8) Property in an unincorporated area of Riverside County conveyed in a September 11, 1995, Grant Deed from M. Thomas Bivins, Jr. and Treva F. Bivins to William H. Sullivan, Trustee of the T.S. Trust, described as:

Parcel 4 of Parcel Map 6626, in the County of Riverside, State of California, as per map Recorded in Book 20, pages 50-54 inclusive of Parcel Maps, in the Office of the County Recorder of said County; APN: 577-420-001-4.

(9) Property known as 2743 N. Indian Canyon Drive, # 105-106, Palm Springs, conveyed in a December 18, 1995, Grant Deed from Arthur L. Gordon to William H. Sullivan, described as:

Parcel 1 of Record of Surveys in the City of Palm Springs, County of Riverside, State of California, as shown by map filed in Book 33, Page 18 of Record of Surveys, in the Office of the County Recorder of said county; APN: 504-131-023.

(10) Property conveyed by July 19, 1996, Trustee's Deed Upon Sale from First American Title Insurance Company, Trustee, to William H. Sullivan, described as:

Parcel 3, together with Lot C, of Parcel Map 22891, on file in Book 156, Pages 76 and 77 of Parcel Maps, Records of Riverside County; APN: 580-500-050-9.

(11) Property conveyed by November 24, 1998, Trustee's Deed Upon Sale from First American Title Insurance Company, Trustee, to William H. Sullivan, Trustee, described as:

That portion of Parcel 1 and Parcel 3 of Parcel Map 19567 as shown by map on file in Book 123, pages 98 and 99 of Parcel Maps, Records of Riverside County, California [and more particularly described in said deed]; APN: 577-270-052-7.

(12) Property conveyed by June 26, 1995, Trustee's Deed Upon Sale from First American Title Insurance Company, Trustee, to William H. Sullivan; thereafter conveyed by March 23, 1999, Grant Deed from William H. Sullivan, a widower, to Barbara Roxanne Coskran, described as:

Parcel 4, of Parcel Map No. 22289 on file in Book 155, pages 16 and 17 of Parcel Maps, Records of Riverside County, California; APN: 577-420-044-3.

Your conduct violated the Code of Judicial Ethics, canons 1 and 2; the former Code of Judicial Conduct, effective October 5, 1992, canons 1 and 2; and the former Code of Judicial Conduct, effective January 1, 1975, canons 1 and 2.

YOU ARE HEREBY GIVEN NOTICE, pursuant to Rules of the Commission on Judicial Performance, rule 118, that formal proceedings have been instituted and shall proceed in accordance with Rules of the Commission on Judicial Performance, rules 101-138.

Pursuant to Rules of the Commission on Judicial Performance, rules 104(c) and 119, you must file a written answer to the charges against you within twenty (20) days after service of this notice upon you. The answer shall be filed with the Commission on Judicial Performance, 455 Golden Gate Avenue, Suite 14400, San Francisco, California 94102-3660. The answer shall be verified and shall conform in style to subdivision (c) of rule 15 of the Rules on Appeal, contained in the California Rules of Court. The notice of formal proceedings and answer shall constitute the pleadings. No further pleadings shall be filed and no motion or demurrer shall be filed against any of the pleadings.

This notice of formal proceedings may be amended pursuant to Rules of the Commission on Judicial Performance, rule 128(a).

BY ORDER OF THE COMMISSION ON JUDICIAL PERFORMANCE

DATED: 10/18/01

/s/

MICHAEL A. KAHN
CHAIRPERSON